

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
MUNICIPAL BUILDING, ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
860-638-4895**



**CITY OF MIDDLETOWN
REQUEST FOR PROPOSAL**

**BID# 2013-018
CAR WASH SERVICES AS NEEDED
VARIOUS DEPARTMENTS MUNICIPAL VEHICLES**

PROPOSALS DUE: WEDNESDAY, JUNE 26, 2013 AT 11:00 AM

**ALL QUESTIONS: CONTACT THE PURCHASING OFFICE AT:
(860) 638-4895 OR PURCHASE@CITYOFMIDDLETOWN.COM**

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

BID #2013-018 CAR WASH SERVICES AS NEEDED – VARIOUS DEPARTMENTS

	Page
Invitation to Bid	3
Bid Attachments	
Section 78-8(m) Bid Preference for Local Vendors	4-5
Affidavit of Local Vendors	6
General Specifications	7
Contract Requirements	7-8
Service Requirements	8-9
Bid Proposal Page	10-13
Non-Collusive Bid Statement	14
Insurance Requirements	Exhibit A
Bid Return Label	17
Hereinafter referred to as the Contract Documents	

**CITY OF MIDDLETOWN
INVITATION TO BID**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **WEDNESDAY, JUNE 26, 2013 AT 11:00 AM** for the following:

**BID #2013-018
CAR WASH SERVICES AS NEEDED
VARIOUS DEPARTMENTS**

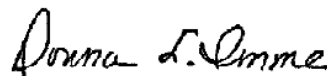
Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.** All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room 208**, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut. All bids shall be submitted on the designated forms and in an envelope using the Bid Return Label provided as designated in the Information for Bidders. The City of Middletown shall reserve the right to make an award based on what is in the best interest of the City.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: 6/13/13
Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 78

**SECTION 78-8-M BID PREFERENCE FOR LOCAL
VENDORS.**

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which

has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

**ARTICLE I--EQUAL OPPORTUNITY IN
EMPLOYMENT.**

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall

contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, sex, marital status, transgender status, gender identity or expression, national origin, ancestry, sexual orientation, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, Union membership, genetic History, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner is prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown in any manner prohibited by the laws of the United States, the State of Connecticut, or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this article.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract of for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT
AFFIDAVIT OF LOCAL VENDOR**

I, _____ being duly sworn,

Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:
(Check the one which applies.)

- ____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- ____ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,

Vendor Name

owner of _____, signer and sealer

Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:

My Commission Expires:

REQUEST FOR PROPOSAL# 2013-018 CAR WASH SERVICES AS NEEDED

GENERAL SPECIFICATIONS

The City of Middletown will accept proposals for exterior car wash services as required for various municipal vehicles to include, but not limited to, the following municipal departments:

Mayor's Office
Police Department
Public Works Department
Parks and Recreation Department
Health Department
Water and Sewer Department
Consumer Protection/ Weights and Measures
Central Communications

It is the intent of the City to establish a term contract with the successful bidder for these services with firm pricing in accordance with the contract term specified herein. It is estimated that these services shall be required for 74 municipal vehicles, as shown on the Municipal Vehicle Listing, to include Police vehicles, light duty trucks and other passenger vehicles.

The car wash services shall be provided on an "as needed basis" for a contract term of twenty-four (24) months commencing on **July 1, 2013 and terminating June 30, 2015.**

The City of Middletown shall reserve the right to make an award based on what is in the best interest of the City.

CONTRACT REQUIREMENTS

Contract Pricing: Any company interested in providing this service shall be required to provide contract pricing for exterior car wash services to include:

Unit Price per Vehicle: Unlimited use of car wash for exterior car wash, excluding waxing. Payment for services shall be made on a monthly basis. The vendor shall submit itemized invoices to each department noting quantity of vehicles serviced and unit price charged.

Unit Price per Ticket Booklet: Ticket booklets shall contain ten (10) individual tickets each, to be utilized on a per wash basis. Ticket booklets shall be purchased by City departments as needed.

Unit price for Exterior Wax and Interior Cleaning: To include vacuuming, window washing, upholstery cleaning and exterior wax, tire rims cleaning & polishing.

Vehicles To Be Serviced: The vehicles to be serviced under this contract include those vehicles listed on the "Municipal Vehicle Listing". The City of Middletown shall provide the selected vendor with a complete list of all vehicles to be serviced under this contract following award and prior to the start of the service.

Authorization: A purchase order will be issued by each department, which shall serve as Authorization for the vendor to furnish the service. For unlimited car wash services itemized Invoices shall be processed quarterly by Department and will reference this purchase order number and department.

SERVICE REQUIREMENTS

EQUIPMENT/FACILITY:

The vendor shall maintain his/her car wash equipment in good working order and have sufficient car wash bays to service the requirements of this contract. All car washing services shall be provided with 100% cloth washing equipment. Facilities with AutoServe Wash bays or Touchless Wash Service bays are also acceptable to the City of Middletown. Brush or roller type washing equipment shall not be acceptable.

The facility shall also be equipped with air dry equipment. Any excess water shall be cloth dried from the vehicle following completion of car washing.

The facility shall also provide vacuuming station available **at no charge** for cleaning interior of vehicle by the city employees at the time of wash.

All washing services furnished under this contract must be environmental compliant and met all State and Federal regulations for the washing of vehicles and the disposal of waste water.

HOURS OF OPERATION:

Car wash services shall be available seven (7) days per week. Please list exceptions on proposal page.

ACCEPTANCE OF THE CAR WASH SERVICE VENDOR:

Acceptance of the car wash service vendor shall be contingent upon an evaluation of the facility and equipment proposed by various City Departments. This evaluation shall be made following a drive through the facility.

The City shall reserve the right to reject the car wash service vendor following this evaluation should the equipment or method of car wash, i.e. brush or roller, prove to be unacceptable and or damaging to the vehicle.

ESTIMATED UNLIMITED CAR WASH SERVICES

DEPARTMENT	VEHICLES
Central Communications	1
Mayor's Office	1
Police Department	48
Total:	50

ESTIMATED NUMBER OF CAR WASH BOOKLETS

DEPARTMENT	NUMBER OF BOOKLETS
Central Communications	3
Consumer Protection	1
Health Department	10
Parks and Recreation	8
Planning, Conservation, and Development	1
Public Works	20
Water and Sewer	5
Total	48

EXTERIOR CAR WAX AND INTERIOR CLEANING SERVICES

DEPARTMENT	ESTIMATED NUMBER OF CLEANINGS
Central Communications	1
Police Department	15
Total	16

**REQUEST FOR PROPOSAL
RFP# 2013-018
EXTERIOR CAR WASH SERVICES
VARIOUS DEPARTMENTS – MUNICIPAL VEHICLES**

PROPOSAL PAGE

Issue Date: **06/13/13** Reply Date: **WEDNESDAY, JUNE 26, 2013 AT 11:00 AM**

To: Supervisor of Purchases
City of Middletown
Municipal Building, Room 112
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the Information to Bidders, Specifications, General Specifications and related contract documents and propose and agree to contract with the City of Middletown to provide services as described here-in for a contract term of twenty four (24) months to commence on or after **July 1, 2013 and terminating on June 30, 2015:**

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED:

SIGNATURE AND TITLE

COMPANY NAME

CAR WASH SERVICES

#	A. UNIT COST PER VEHICLE/MONTH	B. ANNUAL COST PER VEHICLE	C. TOTAL COST EXTENSION IN FIGURES
1.	UNLIMITED USE OF CAR WASH FACILITY PER MONTH UNIT COST PER VEHICLE, PER MONTH: \$ _____	X 12 MONTHS ANNUALCOST PER VEHICLE ANNUAL UNIT COST: \$ _____	X 50 MUNICIPAL VEHICLES TOTAL COST TO CITY TOTAL COST: \$ _____ (_____)
#	QUANTITY	ITEM DESCRIPTION UNIT PRICE	EXTENSION IN FIGURES
2.	48	UNIT COST PER CAR WASH TICKET BOOKLET TEN (10) TICKETS PER BOOKLET UNIT COST PER BOOKLET: \$ _____	TOTAL COST (QTY X UNIT COST): \$ _____ (_____)
3.	16	EXTERIOR CAR WAX & INTERIOR CLEANING TO INCLUDE VACUUM, WINDOW & UPHOLSTERY CLEANING & TIRE RIM CLEANING & POLISHING UNIT COST PER VEHICLE: \$ _____	TOTAL COST (QTY X UNIT COST) \$ _____ (_____)

TOTAL PROPOSAL: ITEMS #1-3 INCLUSIVE:

\$ _____ (_____)

WRITTEN FIGURES

ADDITIONAL DISCOUNT FOR ANNUAL PAYMENT: _____
(Limited to Item#1 Only - Unlimited Use of Car Wash Facility)

HOURS OF OPERATION: _____

PAYMENT TERMS: _____

DESCRIPTION OF EQUIPMENT AT FACILITY: _____

NUMBER OF BAYS: _____ **NUMBER OF SELF SERVE BAYS:** _____

MAXIMUM HEIGHT OF BAYS IN FEET: _____ **SELF SERVE:** _____

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ **Individual / Sole Proprietor**
(Please Check One)

_____ **Limited Liability Company**

_____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 14)

CITY OF MIDDLETOWN, CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date_____

Signed

Company

Address

City, State, and Zip Code

Telephone Number

EXHIBIT A - INSURANCE REQUIREMENTS

BID# 2013-018 CAR WASH SERVICES AS NEEDED VARIOUS DEPARTMENTS MUNICIPAL VEHICLES

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**DAWN M. WARNER
RISK MANAGER**

**June 10, 2013
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response

Official Bid Documents Enclosed:

Bid # 2013-018

Exterior Car Wash Services As Needed

Return Date: WEDNESDAY, JUNE 26, 2013 AT 11:00 AM

City of Middletown Purchasing Department

Municipal Building Room 112

245 DeKoven Drive

Middletown, CT 06457

